

SALE AGREEMENT

Clover Technologies Group Australia PTY, LTD enables consumers to recycle their toner cartridges (the “Products”). All Clover Technologies Group Australia PTY, LTD services are subject to the Terms and Conditions, Privacy Policy and Terms of Sale listed below (collectively the “Terms”).

YOU MUST AGREE TO THE TERMS TO USE THE CARTCOLLECT.COM.AU WEBSITE AND/OR THE CLOVER TECHNOLOGIES GROUP AUSTRALIA PTY, LTD SERVICES. BY SETTING UP AN ACCOUNT OR BY USING THE CARTCOLLECT.COM.AU WEBSITE, YOU AGREE TO ABIDE BY THE TERMS STATED BELOW.

GENERALLY

These terms apply to any offer you make to sell your Product(s) on cartcollect.com.au. These terms, the Clover Technologies Group Australia PTY, LTD Terms and Conditions and Privacy Policy and any supplemental terms or policies associated with a specific transaction between you and Clover Technologies Group Australia PTY, LTD constitute a legal agreement between you and Clover Technologies Group Australia PTY, LTD (the “Agreement”). Although this Agreement is in electronic form, it has the same force and effect as an agreement in writing. In this Agreement, the terms “you” or “your” means any individual or entity exercising rights under this Agreement, and the term “cartcollect.com.au”, “Company”, “we” or “us” means Clover Technologies Group Australia PTY, LTD and its affiliates and subsidiaries.

REQUIREMENTS

In order to complete the sale of your Product on to cartcollect.com.au or to complete any other transaction with the Company, you must:

- Be at least 13 years old, and if under 18 have the permission of your parent or guardian;
- Create an account with us;
- Provide true, up-to-date and accurate information about yourself and any Product you offer to us;
- Comply with all terms and conditions of this Agreement;
- Comply with all applicable laws and regulations, including all import and export laws as described below;
- Have the legal capacity to enter into agreements and convey title and interest in any Product that you submit to us.

PRODUCT ELIGIBILITY

While the Company strives to provide a list of eligible Products, the Company determines, in its sole discretion, which Products are eligible donation and/or recycling. The Company may terminate the eligibility of certain Products at any time without advance notice.

FITNESS FOR SALE

By sending a Product to the Company, for recycling, you warranty the following:

- a. You own the Product and/or all the rights necessary to transfer the Product to the Company;
- b. The Product is not counterfeit, stolen, or its provision to the Company otherwise fraudulent;
- c. The Product is free of all liens or encumbrances, and does not contain any third-party software that may not be transferred or for which royalties are due;
- d. Your transfer of the Product to the Company will comply with all applicable laws and regulations, including without limitation all import and export laws as described herein below, and will not infringe on any third party's intellectual property rights (including copyrights, trademarks, patent, trade secrets or other proprietary rights).

By using the Company's Services, you agree to indemnify the Company from all claims or losses sustained by you as a result of any breach of this warranty.

PRODUCT INSPECTION/RE-QUOTE

Please follow all packaging and shipping recommendations provided by the Company to avoid possible damage to or loss of the Product in transit. The Company is not responsible for Product that does not match the description you provided to us, that it has been modified so that it no longer conforms to the original factory specification, or that it no longer complies with applicable laws or regulations (e.g., FCC rules, etc.) or if the Product was damaged in transit.

RISK OF LOSS

The risk of damage and/or loss for your Product remains with you until it is received by the Company in our facility. The Company is only responsible for damage or loss to your Product while the Product is in our facility. If the Company returns your Product to you, the risk of loss shifts back to you when the Company give the Product to the carrier for shipment, and you bear the risk of loss or damage during shipment back to you.

PASSING OF TITLE

Title to the applicable Product passes to the Company only when the Company accepts the Product. The Company does not take title to any Product that is returned to you; title to any such Product remains with you.

IMPORT AND EXPORT LAWS

You must comply fully with all import and export laws, regulations, rules and order of Australia, or any foreign government agency or authority. You are responsible for the expenses of such compliance and/or for obtaining any authorizations or clearances required to convey your Product to the Company.

PROMOTIONS

The Company may from time to time sponsor or offer various promotions programs. The specific terms of any such promotion will be provided to you at the time you are offered the promotion. The Company reserves the right, in its sole discretion, to determine to which transaction or transactions a promotion applies, to establish rules and restrictions relating to such promotion, and to modify or terminate any promotion at any time without advance notice.

ACCURACY OF ALL INFORMATION

The Company makes every effort to ensure the accuracy of all information it provides you about your Product. From time to time, however, there may be typographical errors, technical inaccuracies, pricing or other errors or omissions. When these occur, the Company reserves the right, at any time prior to payment, to:

- Correct the error, inaccuracy or omission;
- Reissue the original quote, or if the Product has already been sent to Clover Wireless, issue a revised quote; or
- Return the Product to you.

ELECTRONIC NOTICES AND TRANSACTIONS

You agree that the Company may communicate with you electronically regarding your Product and any potential transaction between you and the Company via email or by posting messages on your account page on cartcollect.com.au. You agree to keep you email address up to date and to maintain a valid email address and to ensure that emails we send you are not filtered or stopped by spam filters or other type of email blocking functionalities.

VIOLATION OF THIS AGREEMENT

We reserve the right to seek all remedies available at law and in equity for violations of the rules and regulations set forth in this Agreement and the Privacy Policy, including the right to block access from a particular internet address to the Website.

ENTIRE AGREEMENT/SEVERABILITY/NO WAIVER

This Sale Agreement, the Terms and Conditions and the Privacy Policy constitute the entire agreement between us relating to your use of the Website and the Services. Additional terms and conditions may apply when you enter contests, use any Third Party Services or access any linked websites. Should any provision of this Agreement be held invalid, unlawful or unenforceable provision shall not affect the validity or enforceability of the remaining provisions. No waiver by the Company of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

CORRECTION OF ERRORS AND INACCURACIES

The Company's website and any correspondence related to a transaction may contain typographical errors or other errors or inaccuracies and may not be complete or current. The Company reserves the right to correct any errors, inaccuracies or omissions and to change or update the content at any time without prior notice. The Company does not, however, guarantee that an error, inaccuracies, or omissions will be corrected.

MODIFICATIONS

The Company reserves the right to modify this Agreement at any time. If you do not agree to the changes, you may discontinue using the Company's website and/or the Services before the changes take effect. You are responsible for regularly reviewing periodically this Agreement, located at cartcollect.com.au, for any such changes. Your continued use of the Company's website or Services after any such changes take effect constitutes your acceptance to such changes. Each time you submit a Product for sale, donation or recycling with the Company, you reaffirm your acceptance of this Agreement.

QUESTIONS OR COMMENTS

For any further questions or comments, please contact Clover Technologies Privacy Officer, by emailing us at info@cartcollect.com.au or writing a letter to P.O. Box 42, Altona North Vic., 3025.